



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Skyland Scientific Services, Inc.

File: B-229700

Date: February 9, 1988

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### DIGEST

Protest alleging that solicitation's specification which requests individual resumes in seven separate labor categories is excessive and unduly restrictive of competition is denied where the protester merely disagrees with the agency's determination of its minimum needs and fails to show that the resume requirement is clearly unreasonable or that it exceeds the agency's minimum needs.

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### DECISION

Skyland Scientific Services, Inc., protests that the specifications in request for proposals (RFP) No. N00189-87-R-0030, issued by the Naval Supply Center, Norfolk, Virginia, are unduly restrictive of competition.

We deny the protest.

The Navy issued the RFP on September 16, 1987, to procure calibration and repair services for the Naval Electronics Systems Engineering Center. These services consist of providing transportation, labor, supervision, and materials to maintain and operate a Navy calibration laboratory. Further, the RFP required the contractor to repair and calibrate test equipment used by the Navy to test and align its fleet's various weapons systems.

The RFP advised that award would be made to the responsible offeror whose offer was determined to be most advantageous to the government, cost and other factors considered. Personnel qualifications were listed as the most important evaluation factor. In connection with the requirement to demonstrate personnel qualifications, the RFP requested offerors to submit 23 individual resumes for 7 labor categories.

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Regarding the requirement for resumes, Skyland contends that providing resumes for technicians exceeds the Navy's minimum needs. Skyland states that, as a small business, it is unable to field a group of qualified individuals by employment agreement 1 year in advance of the contract start date. Therefore, it argues that the resume requirement does not permit full and open competition because it unduly discriminates against small businesses.

The Navy reports that the resume and employment agreement requirements are necessary to insure that the contractor selected is able to satisfy the Navy's critical need for calibration and repair services. The Navy states that it must be able to evaluate and insure the technical capability of each offeror. Further, the Navy advises that personnel with the requisite skills, training and experience are scarce. The Navy states that the failure to perform in a competent and timely manner would adversely affect the fleet's readiness and national security. In this regard, the Navy advises that the test equipment is responsible for the accuracy and ability of the fleet's weapons systems to strike the target and that any improper alignment renders the weapon system useless and creates the danger of striking friendly forces.

In preparing for the procurement of supplies and services, the procuring agency must specify its needs and solicit offers in a manner designed to achieve full and open competition, so that all responsible sources are permitted to compete. A solicitation may include restrictive provisions only to the extent necessary to satisfy the needs of the agency or as otherwise authorized by law. Engine & Generator Rebuilders, 65 Comp. Gen. 191 (1986), 86-1 CPD ¶ 27. Where solicitation provisions are challenged as restrictive, the initial burden is on the procuring agency to establish prima facie support for its belief that the challenged provisions are necessary to satisfy its needs. The adequacy of the agency's justifications is ascertained through examining whether the explanation is reasonable, that is, whether the explanation can withstand logical scrutiny. R. R. Mongeau Engineers, Inc., B-218356 et al., July 8, 1985 85-2 CPD ¶ 29. Once this prima facie support is established, the burden shifts to the protester to rebut the agency's position and show that the allegedly restrictive provisions are unreasonable. UNICO, Inc., B-217255, Aug. 7, 1985, 85-2 CPD ¶ 138.

We find that the Navy's explanation of the requirement for the resumes establishes prima facie support for the requirement. It is apparent that the Navy is requesting resumes in order to evaluate the quality of an offeror's proposed personnel. Since performance of the contract requires

specific expertise and skill, and substandard performance would adversely affect the Navy's weapons system, we do not believe that the Navy's request for resumes can reasonably be viewed as unduly restrictive. The Navy clearly is in a better position to evaluate offers and to select the most technically qualified offer by having offerors provide resumes on their personnel.

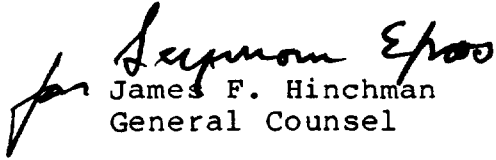
Regarding the requirement for an employment agreement, the Navy reports that the RFP did not provide a phase-in period; consequently, the contractor would be required to begin production immediately, which requires the contractor to make personnel available to start work shortly after award of the contract. The Navy states, based on its experience operating the calibration facility, that when the Navy or other contractors have searched for personnel with the skills required by the RFP, a long delay is experienced because the supply of qualified personnel is small. This has resulted in delays of up to 2 years before filling a vacant position.

Skyland in response to the Navy's explanation of its minimum needs concedes that the Navy must insure that it selects the most capable contractor, however, it argues that the Navy's belief that the field of technicians is scarce is unwarranted based on its 10 years of experience in calibration in the private sector. Further, Skyland contends that the calibration and repair responsibilities are generally common to electronics and calibration. However, Skyland's argument only disputes the Navy's position and does not show that given the Navy's experience that their decision to require employment agreements was unreasonable. We have consistently held that in technical disputes a protester's mere disagreement with the agency's opinion does not invalidate the agency's opinion. Repco, Inc., B-227642.3, Nov. 25, 1987, 87-2 CPD ¶ 517. Thus, we have no basis to object to the Navy's statement of its minimum needs.

Essentially, Skyland is complaining because, in its opinion, the requirements for resumes and employment agreements favor the incumbent. A competitive advantage is improper and must be equalized by the government only where the advantage results from preferential treatment of an offeror or other

unfair action by the government. Product Research, Inc.,  
B-223439.2, Sept. 18, 1986, 86-2 CPD ¶ 317. In view of the  
Navy's justification of these requirements, there is no  
basis to conclude that the perceived competitive advantage  
enjoyed by the incumbent is improper.

The protest is denied.

  
James F. Hinchman  
General Counsel